

AGREEMENT

THIS AGREEMENT, MADE THIS 6 DAY OF November,
IN THE YEAR 19 78, BY AND BETWEEN Yess Construction Company

HEREINAFTER CALLED THE CONTRACTOR, AND HAMILTON TOWNSHIP MUNICIPAL AUTHORITY,
R.D. #4, CHAMBERSBURG, PENNSYLVANIA, 17201. HEREINAFTER CALLED THE OWNER.

WHEREAS, THE CONTRACT FOR BUILDING, CONSTRUCTION AND COMPLETING THE _____
Waste Water Collection System, CONSISTING OF _____
Contracts 1, 2, 3, 4, and Alternate # 1

WITHIN 540 CONSECUTIVE CALENDAR DAYS, UNDER THE CONTRACT AS SHOWN ON
THE PLANS PREPARED BY ARROWOOD, INCORPORATED, CONSULTING ENGINEERS, CHAMBERSBURG,
PA. 17201, SUBJECT TO ALL CONDITIONS, COVENANTS, STIPULATIONS, TERMS AND
PROVISIONS CONTAINED ON THE DRAWINGS INCLUDING THE REPLACEMENT OF ALL DEFECTIVE
WORKMANSHIP, MATERIALS AND EQUIPMENT OCCURRING WITHIN THE MAINTENANCE PERIODS OF
ONE (1) YEAR AND TWO (2) YEARS FOR STATE HIGHWAY WORK HAS BEEN AWARDED TO THE
CONTRACTOR BY THE OWNER, AT AND FOR A SUM OF Five Million One Hundred Twenty Two thousand
Seven Hundred Fifty Seven and 38/100
(\$5,122,757.38) BEING THE TOTAL OF THE COSTS OBTAINED BY ADDING THE SUMS WHICH
RESULT BY MULTIPLYING THE UNIT PRICES BY THE UNIT QUANTITIES AS LISTED IN THE
PROPOSAL, AND LUMP SUM PRICE WHEREIN THEY APPEAR AS APPROPRIATE.

AND WHEREAS, IT WAS ONE OF THE CONDITIONS OF SAID AWARD THAT A FORMAL CONTRACT
SHOULD BE EXECUTED BY AND BETWEEN THE CONTRACTOR AND THE OWNER, EVIDENCING THE
TERMS OF SAID AWARD.

NOW THEREFORE, THIS AGREEMENT WITNESSETH, THAT THE CONTRACTOR DOTH HEREBY COVENANT AND AGREE WITH THE OWNER THAT HE WILL COMMENCE CONSTRUCTION WITHIN TEN DAYS AFTER THE DATE OF THE NOTICE TO PROCEED AND WILL WELL AND FAITHFULLY BUILD, CONSTRUCT AND COMPLETE THE Waste Water Collection System, CONSISTING OF Gravity Lines, Force Mains, Metering Station, Manholes and Appurtenances as Applicable Herein WITHIN 540 CONSECUTIVE CALENDAR DAYS UNDER THE CONTRACT Alternate # 1, IN ACCORDANCE WITH EACH AND EVERY ONE OF THE CONDITIONS, COVENANTS, STIPULATIONS, TERMS AND PROVISIONS CONTAINED ON SAID DRAWINGS INCLUDING THE REPLACEMENT OF ALL DEFECTIVE WORKMANSHIP, MATERIALS AND EQUIPMENT OCCURRING WITHIN THE MAINTENANCE PERIOD AS SPECIFIED AT AND FOR A SUM EQUAL TO THE AGGREGATE COST OF THE WORK, LABOR, MATERIALS, EQUIPMENT AND SUPPLIES DONE OR FURNISHED AT THE PRICE(S) RESPECTIVELY NAMED THEREFORE IN THE BID OR PROPOSAL ATTACHED HERETO, AND WILL WELL AND FAITHFULLY COMPLY AND CONFORM TO EACH AND EVERY OBLIGATION IMPOSED UPON HIM BY SAID CONTRACT AND THE TERMS OF SAID AWARD, WITHIN THE STATED COMPLETION TIME AND/OR ANY AUTHORIZED EXTENSION OF TIME GRANTED IN ACCORDANCE WITH THE PROVISIONS HEREOF.

AND THE OWNER DOTH HEREBY COVENANT AND AGREE WITH THE CONTRACT THAT IT WILL PAY TO THE CONTRACTOR WHEN DUE AND PAYABLE UNDER THE TERMS OF SAID CONTRACT, AND OF SAID AWARD, THE ABOVE MENTIONED SUM -- AND THAT IT WILL WELL AND FAITHFULLY COMPLY WITH AND PERFORM EACH AND EVERY OBLIGATION IMPOSED UPON IT BY SAID CONTRACT DOCUMENTS AND THE TERMS OF SAID AWARD.